



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for unpaid rent.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on June 8, 2012, a Canada post tracking number was provided as evidence of service, the tenant did not appear.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenant has been duly served in accordance with the Act.

The landlord appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to at the hearing.

### Issue(s) to be Decided

Is landlord entitled to a monetary order for unpaid rent?

### Background and Evidence

The tenancy began on March 15, 2011. Rent in the amount of \$1,395.00 was payable on the first of each month. A security deposit of \$700.00 was paid by the tenant. The tenancy ended on June 30, 2012.

The landlord testified the tenant failed to pay all rent owed for June 2012, rent. The landlord stated the tenant owes \$1,102.71 in unpaid rent and seeks to recover that amount.

The landlord testified the tenancy agreement allows him to charge a fee for late payment of rent. The landlord stated the tenant was late with May 2012, rent and June 2012, rent. The landlord seeks to recover \$50.00. Filed in evidence are direct deposits slips, indicating when rent was paid.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant did not pay all rent owed for June 2012, rent, and as a result the tenant has breached the Act and the tenancy agreement. Therefore, I find the landlord is entitled to recover unpaid rent in the amount of **\$1,102.71**.

Clause 4 of the tenancy agreement has a provision that the landlord can claim up to \$50.00 for each late payment of rent. The evidence of the landlord was that he is claiming \$25.00 for the late payment of rent for May 2012, and June 2012. The direct deposit slips indicate rent was not paid on the first of each month as specified in the tenancy agreement. Therefore, I find the landlord is entitled to recover fees for late payments of rent in the amount of **\$50.00**.

I find that the landlord has established a total monetary claim of **\$1,202.71** comprised of the above described amounts and the \$50.00 fee paid for this application.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

### Conclusion

The landlord is granted a monetary order in the above amount.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 07, 2012.

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Residential Tenancy Branch